

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
IN RE

RODNEY N. HEADLEY
JOYCELYN HEADLEY

DEBTORS

HEARING DATE: September 19, 2013
HEARING TIME: 10:00 a.m.

CHAPTER 13

CASE NO. 11-12542(shl)

JUDGE: Sean H. Lane

**NOTICE OF MOTION TO APPROVE STIPULATION CONCERNING MORTGAGE
LOAN MODIFICATION**

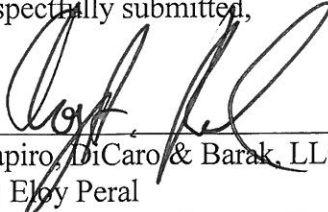
PLEASE TAKE NOTICE, that Wells Fargo Bank, NA, by and through its undersigned attorneys will move before the Honorable Sean H. Lane, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of New York located at One Bowling Green, New York 10004-1408, on September 19, 2013 of 10:00 a.m., for an Order approving the annexed Stipulation signed by the Debtor and Wells Fargo agreeing to court approval of a modification of the Debtors' mortgage loan encumbering the Debtors' residence.

PLEASE TAKE FURTHER NOTICE, that objections to the Motion are required to be served seven days to the return date of this motion Pursuant to Local Rule 9006-1, answering affidavits, if any, are requested to be served upon the undersigned at least seven days before the

return date of this motion.

DATE: 9/6/2013

Respectfully submitted,


Shapiro, DiCaro & Barak, LLC
By: Eloy Peral
Attorneys for Wells Fargo Bank, N.A.
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TO: Debtors
Rodney N. Headley
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Debtors
Richard D. Lamborn
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Trustee
Jeffrey L. Sapir
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US Trustee
U.S. Trustee
33 Whitehall Street
21st Floor
New York, NY 10004

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
IN RE

Chapter 13

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DEBTORS.

STIPULATION AND ORDER APPROVING MORTGAGE LOAN MODIFICATION

WHEREAS, the Debtors filed a petition for relief under Chapter 13 of the U.S. Bankruptcy Code on or about May 26, 2011; and

WHEREAS, on or about December 28, 1995 the Debtors executed a promissory note in favor of Fleet Mortgage Corp. ("Fleet") for repayment of a loan in the amount of \$195,000 (the "Note"); and

WHEREAS, to secure the repayment of the Note, the Debtor granted Fleet a security interest in the real property commonly known as 470 East 141st Street, Bronx, NY 10454 ("the Property") ("Mortgage") (Note and Mortgage collectively as "Loan"); and

WHEREAS, as indicated by proof of claim number 3 in this case's claim register, Wells Fargo Bank, N.A. d/b/a America's Servicing Company ("Wells Fargo") is a creditor in connection with the Loan; and

WHEREAS, on July 16, 2012, the Court entered an order granting the Debtor's loss mitigation request with respect to Wells Fargo and the Property; and

WHEREAS, Wells Fargo has extended to the Debtor a Fannie Mae trial modification plan that provides for three trial payments (the "Trial Plan"), a copy of which is attached hereto as Exhibit A; and

And after due deliberation and sufficient consideration it is hereby:

STIPULATED, that the Trial Plan, a copy of which is attached hereto as Exhibit A, is approved by this Court and all interested parties are hereby authorized to take all appropriate steps to finalize, implement, and give effect to the Trial Plan, including any permanent modification that results from completion of the Trial Plan which shall be deemed approved by this Court without any further notice or application, provided however, that such modification agreement includes materially the same terms as in the Trial Plan; and it is further


STIPULATED, that under the circumstances, the Trial Plan is fair and reasonable to all interested parties; and it is further

STIPULATED, that the parties understand that this Stipulation and Order in no way imposes on Wells Fargo or its agents, successor, and assigns any additional obligations separate from those found in applicable law and rules and regulations pertaining to the Trial Plan, and specifically, this Stipulation and Order shall in no way be construed as an independent basis to require Wells Fargo to offer the Debtor a permanent modification.

Dated:

Handwritten signature of Eloy A. Peral, Esq. The signature is in cursive and includes the date 9/6/13.

Eloy A. Peral, Esq
Shapiro, DiCaro & Barak LLC
Attorneys Wells Fargo Bank, N.A.

Handwritten signature of Richard D. Lamborn, Esq. The signature is in cursive and includes the date 8/5/13.

Richard D. Lamborn, Esq.
Attorney for Debtors